Residential Rent Agreement

1. Parties

1.1 Date and place. This Residential Rent Agreement (the "Agreement") is made at [Place of signing: _____] on **[Date of agreement: _____]**.

1.2 Landlord. [Landlord's full name: _____], [Landlord's parent or spouse: _____], residing at [Landlord's address: _____], PAN [Landlord's PAN: _____] (the "Landlord"). The Landlord is the "lessor" for the purposes of the Transfer of Property Act, 1882.

1.3 Tenant. [Tenant's full name(s): _____], [Tenant's parent or spouse: _____], permanently residing at [Tenant's permanent address: _____], PAN [Tenant's PAN: _____] (the "Tenant"). The Tenant is the "lessee" for the purposes of the Transfer of Property Act, 1882. If more than one person signs as Tenant, the word "Tenant" means each and all of them, and they are jointly and severally liable for the Rent and every other obligation of the Tenant.

1.4 Representatives. If either Party signs through an attorney, agent or authorised signatory, that person's name and authority are: [Representative and authority: _____]. A copy of the power of attorney or other authority is attached to this Agreement.

1.5 Capacity. Each Party states that he or she has reached the age of majority, is of sound mind and is not disqualified from contracting by any law to which he or she is subject.

1.6 Meaning of "Parties". The Landlord and the Tenant are each a "Party" and together the "Parties". Unless the context requires otherwise, a reference to a Party includes that Party's heirs, executors, administrators, legal representatives and permitted assigns.

2. Recitals and definitions

2.1 Background. (a) The Landlord is the owner of the Premises, or is otherwise entitled to let them. (b) The Tenant has asked the Landlord to let the Premises for the Tenant's residence. (c) The Landlord has agreed to let the Premises to the Tenant for the Term, at the Rent and on the terms of this Agreement.

2.2 Definitions. In this Agreement:

(a) "Premises" means the residential property described in Clause 3 and Schedule A, with the fittings and furnishings listed in Schedule B;

(b) "Building" means the building or complex of which the Premises form part, including its common areas;

(c) "Society" means the co-operative housing society, apartment owners' association, residents' welfare association or other body that manages the Building, if any;

(d) "Term" means the period stated in Clause 4.1, and "Commencement Date" and "Expiry Date" mean the dates stated there;

(e) "Rent" means the monthly rent stated in Clause 5.1, and "Deposit" means the security deposit stated in Clause 9.1;

(f) "State Law" means the rent control, tenancy, stamp, registration and local laws in force in the State

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or Union Territory in which the Premises are situated, including any law that replaces them;

(g) "Applicable Law" means every law in force that applies to the Premises or the Parties, including State Law;

(h) "Rent Authority" means the authority, controller, court or tribunal that State Law appoints to register tenancies or decide tenancy matters, if any; and

(i) "Permitted Occupants" means the persons listed in Clause 13.2.

2.3 Interpretation. Headings are for convenience only. A reference to an Act includes its rules, its amendments and any law that replaces it. The singular includes the plural. "Writing" includes e-mail, except where Clause 34 requires a signed paper notice. The Schedules are part of this Agreement.

3. Premises, furnishings and parking

3.1 Premises. The Landlord lets to the Tenant, and the Tenant takes on rent, the residential premises at **[Address of the premises: _____]**, being [Type and layout: _____], with a carpet area of about [Carpet area: _____]. The boundaries and other particulars are in Schedule A.

3.2 Furnishings. The Premises are let [Furnishing: _____]. The fittings, furniture and appliances listed in Schedule B belong to the Landlord and are included in the Rent. The Parties will check each item together on the Commencement Date and record its condition in Schedule B.

3.3 Parking. The Tenant may use the following parking: [Parking: _____]. The space may be used only to park a vehicle that belongs to or is regularly used by the Tenant or a Permitted Occupant. It may not be let to anyone else.

3.4 Common areas. The Tenant and the Permitted Occupants may use the entrances, staircases, lifts, passages and other common areas and amenities of the Building together with the other residents, under the rules of the Society.

3.5 Keys. On the Commencement Date the Landlord will hand over the following keys and access cards: [Keys and access cards: _____]. The Tenant will not change a lock without telling the Landlord and will return every key, with its copies, when the tenancy ends. If a key is lost, the Tenant will pay the actual cost of replacing it or, if safety requires, the lock.

3.6 Reserved areas. The following areas are not let and remain with the Landlord: [Areas kept by the landlord: _____].

4. Term and possession

4.1 Term. The tenancy is for a fixed period of **[Length of the term: _____]**, starting on **[Start date: _____]** (the "Commencement Date") and ending on **[End date: _____]** (the "Expiry Date"). The tenancy ends on the Expiry Date by efflux of time, without further notice, unless the Parties renew it under Clause 27. This does not take away any protection from eviction that State Law gives the Tenant.

4.2 Term of one year or less. If the Term does not exceed one year, this Agreement does not create a lease from year to year and does not reserve a yearly rent. It gives neither Party an option to extend the Term. The Parties will still register it, or report it to the Rent Authority, if State Law requires this for a shorter term.

4.3 Term of more than one year. If the Term exceeds one year, this Agreement can take effect as a

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lease for that Term only if both Parties execute it and it is registered under the Registration Act, 1908. The Parties will complete registration under Clause 11.

4.4 Delivery of possession. The Landlord will deliver vacant possession of the Premises on the Commencement Date, clean, with working electrical, water and sanitary installations and free of any other occupant. Possession is given after the Tenant has paid the first month's Rent and the Deposit.

4.5 Delay in possession. If the Landlord does not deliver possession on the Commencement Date, no Rent is due for the days of delay. If the delay lasts more than [Days of delay before the tenant may cancel: _____] days, the Tenant may cancel this Agreement by written notice. The Landlord will then refund all Rent and Deposit within 7 days of the notice. This does not limit any other remedy of the Tenant for the delay.

4.6 Failure to take possession. If the Tenant does not take possession when it is offered, Rent runs from the Commencement Date. If the Tenant does not take possession within 15 days after a written reminder, the Landlord may end this Agreement by written notice, re-let the Premises and recover reasonable compensation for the actual loss, subject to Clause 23.5.

5. Rent and receipts

5.1 Amount. The Rent is **Rs. [Monthly rent in rupees: _____]** ([Rent in words: _____]) for each month of the English calendar.

5.2 Due date. The Rent is payable in advance on or before the **[Rent due day: _____]** day of each month. The first payment is due on or before the Commencement Date. Rent for a part of a month is calculated by the day, on the number of days in that month.

5.3 Method. The Tenant will pay by bank transfer, UPI or account-payee cheque to: [Landlord’s bank account or UPI: _____]. The Landlord may change these details only by a signed written notice. Before acting on a change the Tenant may confirm it with the Landlord by telephone or in person.

5.4 Receipts. The Landlord will give a signed receipt for each payment on request, showing the amount, the date, the month covered and any tax deducted. A bank or UPI record is also evidence of payment. If a payment is made in cash, the Landlord will give a receipt at once.

5.5 What the Rent includes. The Rent includes the use of the Premises, the items in Schedule B and the parking in Clause 3.3. Charges that are not included are set out in Clause 10 and Schedule C. The Landlord may not add any other charge during the Term.

5.6 No set-off. The Tenant will pay the Rent without deduction, except for tax that must be deducted under Clause 7, the repair costs allowed by Clause 16, a refund already agreed in writing, or any other deduction that Applicable Law allows.

5.7 Order of payments. Unless the Tenant states otherwise when paying, a payment is applied first to the oldest unpaid Rent.

5.8 Refusal to accept. If the Landlord refuses or avoids a payment of Rent, the Tenant may send it by postal money order, bank transfer or another traceable method, or deposit it with the Rent Authority where State Law allows. The Tenant is not in default while the payment stays available to the Landlord.

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6. Rent revision on renewal

6.1 No increase during the Term. The Rent stays the same throughout the Term. The Landlord may not increase it before the Expiry Date unless the Parties sign a written amendment that Applicable Law allows.

6.2 Rent on renewal. If the Parties agree to a new tenancy under Clause 27, the Rent for the new term will be the amount agreed in the new agreement. The Parties intend an increase of about [Guide for rent on renewal: _____] over the last Rent. This percentage is a guide for negotiation. It does not oblige either Party to renew.

6.3 Proposal. A Party who proposes a new Rent will send it in writing at least 60 days before the Expiry Date, or, if less time remains, as soon as possible.

6.4 Statutory limits. Any revision is subject to the procedure and the limits of State Law. An amount charged above such a limit is not payable, and the Landlord will refund or credit it.

6.5 Improvements. If the Landlord proposes to improve the Premises at the Tenant's request, the Parties will agree in writing before the work starts whether the Rent will change, from what date and by how much.

7. Tax deducted at source

7.1 Duty to deduct. If the Income-tax Act, 2025 requires the Tenant to deduct tax from the Rent, the Tenant will deduct it at the rate and time that the Act sets and pay it to the Central Government. The deduction counts as payment of that part of the Rent to the Landlord.

7.2 Individual tenants. If the Landlord is resident in India, and the Tenant is a person other than a "specified person" under section 393 of the Act, tax is deductible at 2% on the date of this Agreement if the Rent exceeds Rs. 50,000 for a month or part of a month. The Tenant deducts it when the Rent is credited or paid, whichever is earlier, for the last month of the tax year or, if the tenancy ends earlier in that year, for the last month of the tenancy.

7.3 Deposit and form. The Tenant will pay the deducted tax to the Central Government with Form 141 within 30 days from the end of the month in which the deduction is made. If two or more Tenants deduct tax, each of them files a separate form for his or her share.

7.4 Other cases. If the Tenant is a company, a firm, a specified person, or a person whose accounts are subject to the relevant audit rules, or if the Landlord is not resident in India, the Tenant will follow the provision, rate and form that apply to that case.

7.5 Information. Each Party will give the other the PAN, residential status and other details needed for the deduction. The Landlord will tell the Tenant at once if the Landlord's residential status changes.

7.6 Certificate. The Tenant will give the Landlord the tax deduction certificate that Applicable Law requires, within the time it sets. The Landlord may not claim as unpaid Rent any amount that was lawfully deducted and paid to the Government.

8. Late payment

8.1 Grace period. If the Rent is not received within [Grace period in days: _____] days after its due date, the Landlord may send a reminder.

8.2 Interest. Unpaid Rent carries simple interest at [Interest on late rent: _____] per

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annum from the end of the grace period until payment, calculated by the day. The Parties accept this as a reasonable estimate of the Landlord's loss from late payment. No other late fee is payable.

8.3 Dishonoured payment. If a cheque or electronic mandate is dishonoured because of the Tenant, the Tenant will pay the bank charge that the Landlord actually paid and will make the payment again within 3 days of notice. The remedies under Applicable Law for a dishonoured cheque are not affected.

8.4 Bank failure. The Tenant does not owe interest for a delay caused by a bank or payment system failure if the Tenant started the payment on time and repeats it when the system works again.

8.5 Limit. Interest and charges under this Clause may not exceed what State Law allows. Nothing in this Agreement entitles the Landlord to more than reasonable compensation for a breach.

9. Security deposit and refund

9.1 Amount. The Tenant will pay the Landlord a refundable, interest-free security deposit of **Rs. [Security deposit in rupees: _____]** ([Deposit in words: _____]) (the "Deposit"), on or before the Commencement Date. The Landlord confirms that the Deposit does not exceed any limit that State Law sets for residential premises. If it does, the excess is refundable on demand.

9.2 Purpose. The Landlord holds the Deposit as security for the Tenant's obligations. It is not advance Rent. The Tenant may not treat it as the last month's Rent unless the Landlord agrees in writing.

9.3 Permitted deductions. The Landlord may deduct only: (a) unpaid Rent and interest under Clause 8; (b) unpaid charges that the Tenant must pay under Clause 10; (c) the reasonable and actual cost of repairing damage beyond reasonable wear and tear that the Tenant, a Permitted Occupant or a guest caused; (d) the cost of replacing missing items of Schedule B at their depreciated value; and (e) any other sum lawfully due under this Agreement.

9.4 No deduction. The Landlord may not deduct for reasonable wear and tear, for defects recorded in Schedule B on the Commencement Date, for repairs that are the Landlord's duty, or for repainting that is needed only because of ordinary use.

9.5 Joint inspection and statement. The Parties will inspect the Premises together within the 7 days before handover. The Landlord will give the Tenant a written statement of each proposed deduction, with a photograph and an estimate, bill or receipt.

9.6 Refund. The Landlord will refund the Deposit, less the deductions allowed by Clause 9.3, on the date on which the Landlord takes back vacant possession. If the last utility bill is not yet available, the Landlord may keep back only a reasonable estimate of that bill and must settle the balance within [Days to settle the last bill: _____] days. The refund is paid to: [Tenant’s refund account: _____].

9.7 Late refund. If the Landlord does not refund an undisputed amount on time, it carries simple interest at the rate in Clause 8.2 until payment.

9.8 Change of owner. If the Premises are sold, the Landlord will transfer the Deposit to the buyer or refund it to the Tenant, and will tell the Tenant in writing which was done. The Landlord stays responsible to the Tenant until then.

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10. Maintenance, utilities and property tax

10.1 Electricity, water, gas and internet. The Tenant will pay the charges for the electricity, water, piped gas, telephone, internet and similar services that the Tenant uses during the Term, by meter reading or bill, before the due date. Opening meter readings are recorded in Schedule C.

10.2 Society maintenance. Monthly Society or maintenance charges of Rs. [Monthly maintenance in rupees: _____] are payable by **[Who pays maintenance: _____]**. The Landlord pays capital contributions, sinking fund, major repair levies, share or transfer charges and any other charge of the Society that relates to ownership.

10.3 Property tax. The Landlord will pay property tax, ground rent, land revenue and every other tax or levy on the ownership of the Premises.

10.4 Transparent billing. If a service is billed through the Landlord or the Society, the Landlord will give the Tenant a copy of the bill. The Landlord may pass on only the actual charge, without a margin.

10.5 Connections. The Landlord will keep the main connections in force and will clear all dues up to the Commencement Date. The Tenant will not transfer or surrender a connection and will not draw more than the sanctioned load.

10.6 No interruption. Neither the Landlord nor anyone acting for the Landlord may cut off or withhold any essential supply or service, including electricity, water, lift, sanitation, parking and security, for any reason connected with the tenancy.

10.7 Final bills. When the tenancy ends, the Tenant will pay all bills up to the date of handover and give copies of the paid bills to the Landlord.

11. Stamp duty and registration

11.1 Stamp duty. This Agreement will be stamped with the duty that State Law sets before it is signed or at the time it is signed. Stamp duty will be paid by **[Who pays stamp duty: _____]**. Duty on any counterpart will be paid by **[Who pays duty on the counterpart: _____]**.

11.2 When registration is required. The Parties will register this Agreement if (a) the Term exceeds one year, or the lease is from year to year or reserves a yearly rent; or (b) State Law requires registration whatever the length of the Term.

11.3 How registration is done. The Parties will present this Agreement to the Sub-Registrar of the area in which the Premises are situated, or through the electronic system that the State provides, within four months from the date of execution. Each Party will attend in person or through an authorised representative, with identity documents and photographs, and give the fingerprints, photographs or electronic authentication that the Registration Act, 1908 requires.

11.4 Registration cost. Registration fees and related charges will be paid by **[Who pays registration fees: _____]**.

11.5 Responsibility. [Who arranges registration: _____] will start the registration and the other Party will co-operate without delay. Where State Law places the duty on the Landlord, as Maharashtra does, the Landlord is responsible whatever this Clause says.

11.6 Report to the Rent Authority. Where State Law requires the Parties to inform a Rent Authority of the tenancy, they will do so jointly within the period that it sets and will keep the acknowledgement or registration number with this Agreement.

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11.7 Failure. If a Party refuses or delays an act that is necessary for stamping, registration or the report, that Party will bear the penalty or fine that results from the refusal or delay, as far as Applicable Law allows.

12. Identity, police verification and foreign occupants

12.1 Identity documents. Before the Commencement Date each Party will show the other a government-issued photo identity document and give a self-attested copy. The Landlord will also show proof of ownership or of authority to let. A Party may hide any identity number that is not needed.

12.2 Police verification. If a police, municipal or district order requires tenant verification at the place of the Premises, the Landlord will submit the form within the time that the order sets. The Tenant will provide the photographs, documents and details of every adult occupant that the form needs. Each Party will keep a copy of the acknowledgement.

12.3 True information. The Tenant states that the particulars given to the Landlord are true. The Tenant will report a change in contact details, place of work or Permitted Occupants within 7 days.

12.4 Foreign nationals. The Tenant will tell the Landlord before any person who is not a citizen of India stays at the Premises and will provide copies of that person's passport and visa in time for the report. Where the Immigration and Foreigners Rules, 2025 apply, the Landlord will submit Form III electronically as soon as may be and not later than twenty-four hours after the foreign national arrives, and will report the departure within twenty-four hours. The Tenant will tell the Landlord at once of the arrival and the departure.

12.5 Limited use. Documents collected under this Clause may be used only as Clause 33 allows.

13. Use and occupants

13.1 Residential use. The Tenant will use the Premises only as a private residence. The Tenant may work from home if the work brings no regular visitors, staff, stock, signboard or change of use, and breaks no law or Society rule.

13.2 Permitted Occupants. The Premises may be occupied by the Tenant and by: [Other occupants: _____]. A child born to or adopted by the Tenant, and the Tenant's spouse, may join the household on written intimation. Any other person needs the Landlord's written consent, which may not be unreasonably refused.

13.3 Guests. Guests may stay for up to [Guest stay in days: _____] days in a row. For a longer stay the Tenant will inform the Landlord in writing. The Tenant is responsible for the conduct of guests and domestic staff at the Premises.

13.4 Prohibited use. The Tenant will not use the Premises, or allow them to be used, for any illegal, immoral or hazardous purpose; keep explosive or inflammable goods other than household cooking gas and ordinary domestic products; cause a nuisance or annoyance to neighbours; overload the structure or the electrical system; or do anything that makes an insurance policy of the Building void.

13.5 Paying guests and short stays. The Tenant will not run a paying-guest facility, hostel, home stay or short-term letting from the Premises.

13.6 Compliance. Each Party will obey the laws, municipal bye-laws and lawful orders that apply to that Party's obligations and use of the Premises.

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14. Pets, smoking and Society rules

14.1 Pets. The following pets may live at the Premises: [Pets allowed: _____]. The Tenant will keep them vaccinated and licensed as the local authority requires, prevent nuisance, clean up after them and pay for damage that they cause beyond reasonable wear and tear. This Clause does not restrict an animal that assists a person with a disability where Applicable Law protects its use.

14.2 Smoking. Smoking and vaping are [Smoking rule: _____]. The Tenant will not smoke where the law or the Society forbids it.

14.3 Society rules. The Landlord has given the Tenant a copy of the Society's current rules. The Tenant will follow those rules, as far as they are lawful and apply to occupants, on parking, waste, noise, moving hours, security and common areas.

14.4 Landlord's part. The Landlord will obtain any consent or tenant registration that the Society requires, pay any charge the Society levies on owners for letting, and pass on new rules promptly. A new rule may not reduce the Tenant's rights under this Agreement or Applicable Law.

14.5 Noise and waste. Between 10 p.m. and 6 a.m. the Tenant will keep sound at a level that does not disturb neighbours. Waste will be separated and put out as the local body requires.

15. Landlord covenants, disclosure and quiet enjoyment

15.1 Title and authority. The Landlord states that the Landlord has good right to let the Premises, that no court order, mortgage term or Society rule forbids the letting, and that the following encumbrances affect the Premises: [Mortgages or other encumbrances: _____].

15.2 Disclosure of defects. The Landlord is bound to disclose every material defect in the Premises, with reference to their intended use, that the Landlord knows of and the Tenant does not, and that the Tenant could not discover with ordinary care. The Landlord discloses: [Known defects: _____].

15.3 Quiet enjoyment. If the Tenant pays the Rent and performs the Tenant's obligations, the Tenant may hold the Premises during the Term without interruption by the Landlord or by any person claiming under the Landlord.

15.4 Privacy. The Landlord will not harass the Tenant, enter except under Clause 19, place a camera or listening device inside the Premises, or remove the Tenant's belongings.

15.5 Habitable condition. On the Commencement Date the Premises will be fit for residence, with safe wiring and earthing, working plumbing and drainage, secure doors and windows, and a lawful water and electricity supply.

15.6 Documents. On request the Landlord will sign the reasonable letters that the Tenant needs to prove residence for gas, internet, bank, school or government registration. The Landlord's help does not transfer any right in the Premises.

16. Landlord repairs

16.1 Landlord's repairs. The Landlord will, at the Landlord's cost, keep in good repair: (a) the structure, roof, outer walls, floors and windows; (b) the concealed wiring, main switchboard, pipes, drains and tanks; (c) seepage, leakage and damp that the Tenant did not cause; (d) the sanitary fixtures against failure from age; (e) the listed appliances against failure from age or defect; and (f) external painting and any work that Applicable Law or the Society requires of the owner.

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16.2 Notice of repairs. The Tenant will report the need for a repair in writing, with photographs where possible, soon after becoming aware of it. The Tenant will tell the Landlord at once about an emergency.

16.3 Time. The Landlord will start urgent repairs that affect safety, water, electricity, sanitation or security within [Hours to start an urgent repair: _____] hours of notice, and other repairs within [Days to start another repair: _____] days, and will finish them with reasonable speed.

16.4 Tenant's right to repair. If the Landlord neglects, within a reasonable time after notice, to make a repair that the Landlord is bound to make, the Tenant may make it and deduct the expense, with interest at the rate in Clause 8.2, from the Rent or otherwise recover it from the Landlord. The Tenant will first give a written estimate, unless the repair is an emergency, and will give the bills afterwards.

16.5 Other payments. If the Landlord does not pay a sum that the Landlord is bound to pay and that could be recovered from the Tenant or against the Premises, the Tenant may pay it and deduct it with interest from the Rent or otherwise recover it.

16.6 Loss of use. If a defect that is the Landlord's duty makes a substantial part of the Premises unusable for more than 3 days after notice, and the Tenant did not cause it, the Rent falls in proportion until the part is usable again.

17. Tenant care and minor repairs

17.1 Care. The Tenant will keep the Premises and the items in Schedule B clean and in as good condition as on the Commencement Date, subject only to changes caused by reasonable wear and tear or irresistible force.

17.2 Minor repairs. The Tenant will pay for routine upkeep, such as bulbs, tube lights, tap washers, fuses, cleaning of drains blocked by the Tenant's use, and the routine service of appliances, up to Rs. [Minor repair limit in rupees: _____] for each item. Above this amount the repair is the Landlord's, unless the Tenant caused the damage.

17.3 Damage by the Tenant. The Tenant will make good, at reasonable cost, damage caused by the Tenant, a Permitted Occupant, a guest or domestic staff, other than reasonable wear and tear, and will do so within 30 days of notice or pay the actual cost.

17.4 Report of events. If the Tenant becomes aware of a proceeding to recover any part of the Premises, or of an encroachment on them or an interference with the Landlord's rights, the Tenant will give notice to the Landlord with reasonable diligence.

17.5 Pests and cleanliness. The Landlord will treat the Premises for pests before the Commencement Date if needed. Later routine pest control is for [Who pays for pest control: _____]. Infestation from the structure of the Building or another unit is not the Tenant's responsibility.

17.6 Absence. If the Premises will be empty for more than 15 days, the Tenant will tell the Landlord, turn off the water and gas, and secure the doors and windows.

18. Alterations and fixtures

18.1 Consent. The Tenant will not, without the Landlord's written consent, erect a permanent structure, break or move a wall, alter wiring or plumbing, repaint in a different colour, or fix an air-conditioner, grille or dish antenna that needs new openings.

18.2 Small fixtures. The Tenant may put up curtains, pictures, shelves, a water purifier and similar

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items that cause only small holes. The Tenant will repair the holes when leaving.

18.3 Manner of work. Work with consent must be done by competent persons, at the Tenant's cost unless agreed otherwise, with any municipal or Society permission, and without harm to the Building.

18.4 Removal. While the Tenant is in possession, the Tenant may remove fixtures that the Tenant attached, if the Tenant leaves the Premises in the state in which they were received. A fixture that the Tenant leaves behind after handover becomes the Landlord's only under Clause 28.5 or by written agreement.

18.5 Accessibility. The Landlord will not unreasonably refuse consent to changes that a person with a disability who lives at the Premises needs, if they are safe and lawful.

19. Entry and inspection

19.1 Right to inspect. The Tenant will allow the Landlord and the Landlord's agents to enter the Premises at all reasonable times during the Term to inspect their condition and to give or leave notice of any defect.

19.2 Notice. The Landlord will give written or electronic notice at least [Notice before entry, in hours: _____] hours before entry, and never less than 24 hours. The notice will state the date, the time and the reason. Entry will take place after sunrise and before sunset.

19.3 Reasons. The Landlord may enter to inspect; to make repairs or let workers make them; to comply with a lawful order; and, during the last [Last days for viewings: _____] days of the Term, to show the Premises to prospective tenants, or to buyers at any time, on agreed dates.

19.4 Emergency. In case of fire, flood, gas leak or another emergency that threatens life or serious damage, the Landlord may enter without prior notice as far as Applicable Law allows and will tell the Tenant as soon as possible.

19.5 Conduct. The Landlord will use the right of entry reasonably, will not use it to harass the Tenant and will respect the Tenant's belongings and privacy. The Tenant or the Tenant's representative may be present.

20. Subletting and assignment

20.1 Contract to the contrary. The Parties agree that the Tenant's default right under section 108(j) of the Transfer of Property Act, 1882 to transfer, mortgage or sub-let the Tenant's interest does not apply. This Clause is the contract to the contrary for that section.

20.2 No subletting without consent. The Tenant will not assign, mortgage, sub-let or part with possession of all or any part of the Premises without the Landlord's prior written consent. Where State Law requires a supplementary tenancy agreement or a report to the Rent Authority, the Tenant will not sub-let until the Parties have signed it, and both will make the report on time.

20.3 Continuing liability. Even with consent, the Tenant stays liable for the Rent and for every other obligation unless the Landlord releases the Tenant in writing.

20.4 Guests and household. Stays by guests and Permitted Occupants under Clause 13 are not sub-letting.

20.5 Unauthorised occupier. If the Tenant breaks this Clause, the Landlord may act under Clause 25. The Landlord may not remove the occupier except through lawful process.

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21. Insurance and indemnity

21.1 Insurance. The Landlord may insure the Building and the Landlord's furnishings. The Tenant may insure personal belongings and personal liability. Neither Party's insurance covers the other unless the policy says so.

21.2 Tenant's indemnity. The Tenant will compensate the Landlord for loss that arises from a breach of this Agreement, or from a negligent or wilful act, by the Tenant, a Permitted Occupant or a guest, to the extent they caused the loss.

21.3 Landlord's indemnity. The Landlord will compensate the Tenant for loss that arises from a breach of this Agreement, a defect in title, or a negligent or wilful act, by the Landlord or the Landlord's agents or workers, to the extent they caused the loss.

21.4 Limits. Neither Party is liable for loss that the other could have avoided by reasonable steps, or for remote and indirect loss. Nothing in this Agreement excludes liability for fraud, wilful wrong, death or personal injury caused by negligence, or any other liability that the law does not allow a Party to exclude.

21.5 Claims. A Party who makes a claim will give written notice with particulars and evidence, and will allow the other Party a reasonable chance to inspect and respond.

22. Destruction and force majeure

22.1 Destruction. If fire, tempest, flood, violence of an army or mob, or another irresistible force wholly destroys a material part of the Premises, or makes it substantially and permanently unfit for the purpose of the letting, the lease is void at the option of the Tenant. The Tenant exercises the option by written notice.

22.2 Exception. The Tenant does not have this option if the injury was caused by the wrongful act or default of the Tenant.

22.3 Temporary damage. If the Premises are damaged but can be restored, and the Tenant did not cause the damage, the Rent falls in proportion to the part that cannot be used from the date of damage until restoration. The Landlord will restore the Premises within a reasonable time. If restoration will take longer than [Longest restoration in days: _____] days, either Party may end this Agreement by 15 days' written notice.

22.4 Force majeure. A Party is excused from delay in an obligation, other than an obligation to pay money already due, while an event outside that Party's reasonable control, such as a natural disaster, epidemic order, strike or government restriction, prevents performance. The Party will give notice and reduce the effects. This does not weaken Clauses 22.1 to 22.3.

22.5 Compulsory acquisition. If a public authority acquires all or a material part of the Premises, either Party may end this Agreement from the date the authority takes possession. Each Party may claim compensation for his or her own interest.

22.6 Refund. On an ending under this Clause the Landlord will refund Rent paid for a later period and settle the Deposit under Clause 9.

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23. Lock-in period and early exit

23.1 Lock-in period. During the first **[Lock-in period: _____]** of the Term (the "Lock-in Period") neither Party may end this Agreement without cause under Clause 24.

23.2 Exceptions. The Lock-in Period does not prevent: (a) the Tenant from leaving because of a material breach by the Landlord that continues 15 days after written notice, or under Clause 4.5 or 22; (b) the Landlord from acting under Clause 25; or (c) either Party from using a right that Applicable Law gives.

23.3 Early exit by the Tenant. If the Tenant leaves during the Lock-in Period without a reason in Clause 23.2, the Tenant will pay reasonable compensation for the Landlord's actual loss. The compensation may not exceed the Rent for the shorter of (a) the rest of the Lock-in Period and (b) [Limit on early-exit compensation: _____].

23.4 Re-letting. The Landlord will take reasonable steps to re-let the Premises. Rent received from a new tenant for the same period reduces the compensation.

23.5 Reasonable compensation only. The amount in Clause 23.3 is an upper limit and not a penalty. The Landlord will show the loss on request. The Landlord may deduct undisputed compensation from the Deposit.

23.6 Early ending by the Landlord. If the Landlord ends this Agreement without cause during the Lock-in Period and the Tenant agrees to leave, the Landlord will pay the Tenant's reasonable moving and re-housing costs, up to the same limit.

24. Termination by notice

24.1 Notice after the Lock-in Period. After the Lock-in Period, the Tenant may end this Agreement by at least **[Tenant’s notice: _____]** written notice, and the Landlord may end it by at least **[Landlord’s notice: _____]** written notice. Neither period may be shorter than the period that State Law requires.

24.2 When the period runs. The notice period starts on the date the other Party receives the notice. The notice must state the date on which the tenancy ends.

24.3 Form. A notice that ends the tenancy must be in writing, signed by or on behalf of the Party who gives it, and served as Clause 34.2 states.

24.4 Statutory grounds. If State Law protects the Tenant from eviction, a notice by the Landlord does not by itself end the Tenant's right to stay. The Landlord may recover possession only on the grounds and through the procedure of that law.

24.5 Monthly tenancy. If the tenancy is from month to month and no agreed term applies to its ending, either Party may end it by the notice that section 106 of the Transfer of Property Act, 1882 requires, or a longer notice that State Law requires.

24.6 Payment instead of notice. The Parties may agree in writing that the Tenant pays Rent in place of all or part of the notice period. The Landlord may not use this to force the Tenant out.

24.7 Mutual ending. The Parties may end this Agreement at any time by a signed surrender that states the handover date and the settlement of the Rent and the Deposit.

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25. Default, forfeiture and cure notice

25.1 Tenant's default. Each of the following is an express condition of this Agreement, and the Landlord may, on breach, determine the lease and re-enter the Premises as this Clause and Clause 26 provide: (a) Rent is more than [Days overdue before a demand: _____] days overdue and the Tenant does not pay it within the time given by a written demand under Clause 25.2; (b) the Tenant breaks Clause 13.1, 13.4, 13.5 or 20; (c) the Tenant causes serious damage or a serious and repeated nuisance; or (d) the Tenant breaks another material term and does not cure the breach under Clause 25.3.

25.2 Rent arrears. For unpaid Rent the Landlord will serve a written demand that states the amount and the months, and gives the Tenant at least 15 days from receipt to pay. Payment within that time cures the default.

25.3 Notice of other breaches. For a breach other than non-payment, the Landlord will serve a written notice that (a) specifies the particular breach and (b) if the breach can be remedied, requires the Tenant to remedy it. The Tenant has [Days to cure a breach: _____] days from receipt, or a longer reasonable time if the remedy needs it. The Landlord may not file a suit for ejectment on that breach before this time has passed.

25.4 Notice to determine. If the default is not cured, the Landlord will give the Tenant written notice of the intention to determine the lease. No forfeiture takes place without this notice.

25.5 Relief. Nothing in this Agreement limits the Tenant's right to ask the court for relief against forfeiture, including by paying the arrears with interest and costs at the hearing of the suit or giving the security that the court accepts.

25.6 Landlord's default. If the Landlord breaks a material term and does not cure the breach within [Days to cure a breach: _____] days of written notice, the Tenant may end this Agreement by 15 days' written notice, recover the Deposit and the unused Rent, and claim compensation. This is in addition to Clause 16.4.

25.7 No waiver by acceptance. If the Landlord accepts Rent for a period before the notice in Clause 25.4, this does not by itself waive the breach. The rules of law on waiver of forfeiture apply to later Rent.

26. Possession only through lawful process

26.1 Lawful process only. The Landlord will recover possession only by voluntary handover or in due course of law, through the court or the Rent Authority that has jurisdiction. The words "re-enter" and "determine" in this Agreement have no other meaning.

26.2 Prohibited acts. The Landlord and the Landlord's agents will not change the locks, remove doors or belongings, block access, cut off a supply or service, threaten the Tenant, or use force to make the Tenant leave.

26.3 Tenant's remedies. If the Tenant is dispossessed without consent and otherwise than in due course of law, the Tenant may use every remedy that the law gives, including a suit to recover possession, whatever other title is claimed.

26.4 Abandonment. The Landlord will not treat the Premises as abandoned only because the Tenant is absent. If Rent is unpaid and the Tenant cannot be reached, the Landlord will serve notice under Clause 34, inform the emergency contact [Tenant’s emergency contact: _____], and follow lawful process.

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26.5 Tenant's duty. The Tenant will not hand possession to a stranger or obstruct the execution of a lawful order.

27. Renewal and holding over

27.1 No automatic renewal. This Agreement does not renew by itself. A new term needs a fresh written agreement signed by both Parties, stamped and, where required, registered.

27.2 Talks. A Party who wishes to continue will tell the other in writing at least 60 days before the Expiry Date. The Parties will discuss the new term and Rent in good faith.

27.3 Holding over. If the Tenant stays after the Expiry Date and the Landlord accepts Rent or otherwise agrees to the stay, the tenancy continues from month to month on the terms of this Agreement, as far as they suit a monthly tenancy, and either Party may end it by at least [Notice while holding over: _____] written notice or the longer notice that State Law requires.

27.4 Stay without consent. If the Tenant stays without the Landlord's consent, no new tenancy arises, and Clause 28 applies. If the Landlord receives money for that period, the Landlord will state in writing whether it is accepted as Rent or as a charge for occupation.

27.5 State Law. This Clause does not reduce any right to continue in possession, or any extension, that State Law gives the Tenant.

28. Handover and occupation charges

28.1 Vacant possession. When the tenancy ends, the Tenant will put the Landlord into vacant possession, remove all belongings, return all keys and cards, and leave the Premises and the items in Schedule B in the condition that Clause 17.1 requires.

28.2 Record. The Parties will sign Schedule B again on handover, with meter readings and photographs. If a Party does not attend after reasonable notice, the other may complete the record with two independent witnesses.

28.3 Occupation charge. If the Tenant stays without the Landlord's consent after the tenancy has ended, the Tenant will pay for each day of stay an occupation charge of [Daily charge after the tenancy ends: _____]. The Parties accept it as a reasonable estimate of the Landlord's loss and not as a penalty. If State Law fixes another amount, or a method to decide it, State Law applies in place of this amount.

28.4 No further right. Payment of the occupation charge does not create a new tenancy and does not stop either Party from asking for relief. The charge is not payable for any period in which Applicable Law or a court order gives the Tenant the right to stay at the Rent.

28.5 Belongings left behind. The Landlord will keep belongings left after handover safe for at least [Days to keep left belongings: _____] days, give written notice with a list, and allow collection. After that the Landlord may deal with them only as Applicable Law allows. The Landlord will pay the net proceeds, after reasonable cost, to the Tenant.

28.6 Address for later communication. On handover the Tenant will give a forwarding address, e-mail and bank account.

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29. Sale, mortgage and attornment

29.1 Transfer by the Landlord. If the Landlord sells, gifts or otherwise transfers the Premises, the tenancy continues and the new owner takes subject to it, with the rights of the Landlord and, if the Tenant so elects, the liabilities of the Landlord as to the property transferred while the new owner owns it.

29.2 Continuing duty. The Landlord does not stop being bound by this Agreement only because of the transfer, unless the Tenant elects to treat the new owner as the person liable.

29.3 Attornment. After written notice of the transfer with proof, the Tenant will recognise the new owner as landlord and pay the Rent to that person. Rent that the Tenant paid to the Landlord in good faith before that notice is a good discharge.

29.4 Mortgage. The Landlord may mortgage the Premises. The Landlord will tell the Tenant if a lender takes steps that may affect possession. The Landlord will not create a mortgage whose terms forbid this tenancy.

29.5 Viewings. Visits by buyers follow Clause 19.

30. Death and successors

30.1 Death of the Landlord. If the Landlord dies, this Agreement binds and benefits the Landlord's legal heirs. They will show proof of their title or agree in writing who may receive the Rent. Until then the Tenant may hold the Rent available or deposit it with the Rent Authority where State Law allows.

30.2 Death of a joint Tenant. If one of several Tenants dies, the tenancy continues with the others. They will tell the Landlord within a reasonable time.

30.3 Death of a sole Tenant. If a sole Tenant dies, the Tenant's interest passes as Applicable Law provides. The Tenant's heirs may end the tenancy, despite the Lock-in Period, by one month's written notice, with no compensation under Clause 23.

30.4 Settlement. The Landlord will allow the heirs reasonable access to the belongings and will refund the Deposit to the persons lawfully entitled, after the deductions that Clause 9 allows.

30.5 State Law. If State Law gives family members a right to continue the tenancy, that right prevails.

31. Non-discrimination

31.1 Fair treatment. The Landlord will not refuse, end, or apply worse terms to the tenancy for a reason that Applicable Law forbids.

31.2 Transgender persons. The Landlord will not deny or discontinue a transgender person's right to rent, reside in or otherwise occupy the Premises, or treat that person unfairly in respect of that right.

31.3 Agents and Society. The Landlord will not ask an agent, broker or the Society to do what this Clause forbids, and will not rely on a rule that breaks Applicable Law.

31.4 Respect. The Parties will treat each other, their families, staff and neighbours with courtesy.

31.5 Remedies. A breach of this Clause is a material breach. It does not limit any complaint or remedy under Applicable Law.

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32. State tenancy law prevails

32.1 State Law prevails. The Premises are in **[State or Union Territory: _____]**. If State Law gives a Party a right or duty that differs from this Agreement and that the Parties may not change, State Law prevails to that extent and the rest of this Agreement stays in force.

32.2 No waiver of protection. Nothing in this Agreement waives a protection that State Law gives the Tenant on rent, deposit, essential services, entry or eviction, or a right that it gives the Landlord, if that protection or right cannot be waived.

32.3 State formalities. The Parties will complete Schedule D before signing. They will carry out the writing, registration, reporting, deposit and police requirements that it records.

32.4 Maharashtra. If the Premises are in Maharashtra, this Agreement will be in writing and registered whatever its term. The Landlord is responsible for the registration.

32.5 Uttarakhand. If the Premises are in Uttarakhand and the Uttarakhand Tenancy Act, 2021 applies, the Parties will inform the Rent Authority jointly within two months, the Deposit will not exceed two months' Rent, and sub-letting will follow the supplementary agreement procedure of that Act.

32.6 Other States. The Parties will check in the same way whether another State or Union Territory has adopted a tenancy law, and will complete any form that it sets.

33. Personal data and records

33.1 Purpose. Each Party will use the other's personal data, identity documents and bank details only to perform this Agreement, to meet legal duties such as tax deduction, registration and police verification, and to protect legal claims.

33.2 Care. Each Party will keep the documents secure, will not post them in a public group, and will give them only to persons who need them for a purpose in Clause 33.1, such as the Sub-Registrar, the police, the Society, a tax adviser or a lawyer.

33.3 Retention. Each Party will delete or destroy the other's documents when they are no longer needed for those purposes or for a legal claim.

33.4 Tenancy records. Each Party will keep this Agreement, the stamp and registration proof, receipts, tax forms, notices and the signed Schedules for at least [Years to keep records: _____] years after the tenancy ends, or longer if the law requires.

33.5 Law. The data-protection law in force applies. Cameras in common areas may be used only for security.

34. Notices

34.1 Addresses. The addresses for notices are: Landlord: [Landlord’s address: _____], e-mail [Landlord’s e-mail: _____], telephone [Landlord’s telephone: _____]. Tenant: the Premises, e-mail [Tenant’s e-mail: _____], telephone [Tenant’s telephone: _____]. A Party may change these details by written notice.

34.2 Formal notices. A notice of termination, demand, breach or forfeiture must be in writing and signed by or on behalf of the sender. It must be sent by post to the other Party, or tendered or delivered personally to that Party or to a family member or servant at that Party's residence. If this is not practicable, it may be affixed to a conspicuous part of the Premises.

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34.3 Other messages. Repair requests, entry notices, statements and other messages may be sent by e-mail or by a messaging service to the numbers in Clause 34.1.

34.4 Receipt. A notice takes effect when it is received. Notice by registered or speed post should be kept with its receipt and the delivery record. A Party who avoids or refuses a notice may not rely on that refusal.

34.5 Several Tenants. A notice by the Landlord must be addressed to every Tenant. A notice that ends the tenancy must be signed by, or on behalf of, every Tenant.

35. Dispute resolution, governing law and jurisdiction

35.1 Governing law. The laws of India, including State Law, govern this Agreement.

35.2 Talks first. If a dispute arises, the Parties will first try to settle it in discussion for up to 15 days after one sends a written statement of it. They may also use mediation by agreement. This does not stop a Party from seeking urgent relief.

35.3 Courts. Subject to the exclusive jurisdiction that State Law gives a Rent Authority, rent court or tribunal, the competent courts at **[Place of the courts: _____]** have jurisdiction.

35.4 Access to justice. Nothing in this Agreement stops a Party from enforcing rights through the ordinary legal proceedings, shortens the time the law allows for a claim, or extinguishes a right for want of a claim within a shorter time.

35.5 Costs. Each Party bears the costs of the talks. Court costs follow the order of the court.

35.6 Continued performance. While a dispute is pending, the Tenant will pay the undisputed Rent and the Landlord will maintain supplies and services.

36. Entire agreement, amendment, waiver and severability

36.1 Entire agreement. This Agreement with its Schedules is the whole agreement of the Parties on the Premises. It replaces earlier talks, listings and messages on the same subject.

36.2 Amendment. A change is valid only if it is in writing, signed by both Parties and stamped or registered where the law requires.

36.3 Waiver. A Party who does not enforce a right at once does not lose it. A waiver must be in writing and covers only the matter that it states.

36.4 Severability. If a term is invalid or cannot be enforced, the rest of this Agreement stays in force. The Parties will replace that term with a valid one that is closest to its purpose.

36.5 Assignment by the Landlord. The Landlord may transfer the benefit of this Agreement only with the ownership of the Premises under Clause 29, or by way of security.

36.6 No partnership. This Agreement creates only the relation of landlord and tenant. It transfers no title to the Premises.

36.7 Brokerage. Each Party pays the broker, if any, whom that Party engaged. The agreed brokerage, if any, is: [Brokerage: _____].

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37. Originals, counterparts and electronic signing

37.1 Originals. This Agreement is signed in two originals, one for each Party, each of which is stamped as State Law requires. If it is registered, **[Who keeps the registered original: _____]** keeps the registered original and the other Party receives a certified or electronic copy, unless both originals are registered.

37.2 Counterparts. The Parties may sign separate counterparts that together form one agreement. If this Agreement must be registered, both Parties will execute each instrument that is presented for registration.

37.3 Electronic signing. The Parties may sign electronically as far as Applicable Law allows. Electronic signing does not replace stamping, or registration where it is compulsory. If a Sub-Registrar or Rent Authority needs wet-ink signatures, the Parties will sign a paper copy.

37.4 Corrections and language. Handwritten corrections need the initials of both Parties. If a translation is made, this [Language of the agreement: _____] text prevails, except where the law gives effect to another text.

37.5 Explanation. Each Party states that he or she has read this Agreement, or had it read and explained in a language he or she understands, and signs it freely.

The Parties sign this Agreement on the date in Clause 1.1, and each page is initialled by both Parties.

LANDLORD: [Landlord's full name: _____]
Signature:
Date:
Photograph (if registration requires it):
Left thumb impression (if registration requires it):

TENANT: [Tenant's full name(s): _____]
Signature of each Tenant:
Date:
Photograph (if registration requires it):
Left thumb impression (if registration requires it):

WITNESS 1
Name and address: [Witness 1: _____]
Signature:
Date:

WITNESS 2
Name and address: [Witness 2: _____]
Signature:
Date:

Schedule A. Description of the Premises

1. Address: [Address of the premises: _____]
2. Type and layout: [Type and layout: _____]
3. Carpet area: [Carpet area: _____]
4. Floor and Building: [Floor and building: _____]

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5.

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Survey, property tax or municipal number: [Municipal or property tax number: _____]

6. Boundaries: North: [Boundary: north: _____]. South: [Boundary: south: _____]. East: [Boundary: east: _____]. West: [Boundary: west: _____].
7. Parking: [Parking: _____]
8. Reserved areas: [Areas kept by the landlord: _____]
9. Society and its contact: [Society and contact: _____]

Schedule B. Inventory and condition record

Complete this Schedule together at move-in and again at handover. Mark each entry Good (G), Fair (F) or Poor (P), and attach dated photographs.

Items supplied by the Landlord: [Inventory: _____]

Living and dining room (walls, ceiling, floor, windows, doors, switches, fans, lights)
Move-in: ( ) G ( ) F ( ) P. Handover: ( ) G ( ) F ( ) P. Notes:

Kitchen (platform, sink, taps, cabinets, chimney, hob, gas connection, exhaust)
Move-in: ( ) G ( ) F ( ) P. Handover: ( ) G ( ) F ( ) P. Notes:

Bedrooms (walls, floor, wardrobes, fans, air-conditioners, lights, windows, mosquito mesh)
Move-in: ( ) G ( ) F ( ) P. Handover: ( ) G ( ) F ( ) P. Notes:

Bathrooms (tiles, WC, basin, taps, shower, geyser, drainage, exhaust)
Move-in: ( ) G ( ) F ( ) P. Handover: ( ) G ( ) F ( ) P. Notes:

Balcony and utility area (grille, drain, washing-machine point, railing)
Move-in: ( ) G ( ) F ( ) P. Handover: ( ) G ( ) F ( ) P. Notes:

Electrical and water (MCB board, earthing, inverter, water tank, purifier, pump)
Move-in: ( ) G ( ) F ( ) P. Handover: ( ) G ( ) F ( ) P. Notes:

Keys and access cards: [Keys and access cards: _____]. Returned at handover:

Defects recorded at move-in: [Known defects: _____]

Landlord's signature and date at move-in:
Tenant's signature and date at move-in:
Landlord's signature and date at handover:
Tenant's signature and date at handover:

Schedule C. Rent, Deposit and charges

1. Monthly Rent: Rs. [Monthly rent in rupees: _____], due on or before the [Rent due day: _____] day of the month. Payable by the Tenant to the Landlord.
2. Security deposit: Rs. [Security deposit in rupees: _____], paid before possession and refundable under Clause 9.
3. Society maintenance: Rs. [Monthly maintenance in rupees: _____] a month. Payable by [Who pays maintenance: _____].
4. Electricity: by meter. Payable by the Tenant. Opening reading: [Opening electricity reading:

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_____].

5. Water and piped gas: by meter or bill. Payable by the Tenant. Opening reading: [Opening water and gas readings: _____].
6. Internet, television and telephone: by bill. Payable by the Tenant.
7. Property tax and ownership charges: payable by the Landlord.
8. Stamp duty: payable by [Who pays stamp duty: _____]. Registration fees: payable by [Who pays registration fees: _____].
9. Routine pest control: payable by [Who pays for pest control: _____].

Any charge that is not in this Schedule or in Clause 10 needs a written amendment.

Schedule D. State compliance checklist

Complete this checklist for **[State or Union Territory: _____]** before signing. Write the date or the reference number beside each item.

1. ( ) The Parties have checked the stamp duty in force for this term, Rent and Deposit, and the stamp or e-stamp certificate is attached. Certificate number: [Stamp certificate number: _____].
2. ( ) The Term is one year or less, or registration is arranged.
3. ( ) The Parties have checked whether State Law requires registration of a shorter lease. Result: [Registration check: _____].
4. ( ) The Parties have checked whether the tenancy must be reported to a Rent Authority. Result and time limit: [Rent Authority check: _____].
5. ( ) The Deposit is within any limit that State Law sets.
6. ( ) The notice period, the entry notice and the overstay charge agree with State Law.
7. ( ) Police verification: required by the local order, not required, or done. Reference: [Police verification reference: _____].
8. ( ) A foreign national will live at the Premises: yes or no. If yes, Form III is filed within 24 hours of arrival.
9. ( ) Society intimation, consent and tenant registration are complete where required.
10. ( ) Schedules A, B and C are complete, and the Parties have exchanged their PANs where tax must be deducted from the Rent.

Landlord's initials:
Tenant's initials:

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